

**AN ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SUBSTANTIAL SIMILARITY REQUIREMENTS OF ARTICLE X (“THE PROCUREMENT AND REAL ESTATE CODE”) OF THE ATLANTA CITY CODE AND AUTHORIZE A COOPERATIVE PURCHASING AGREEMENT UTILIZING GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER 980-280014 WITH GARTNER, INC. FOR RESEARCH AND CONSULTANT SERVICES FOR ONE (1) YEAR BEGINNING APRIL 1, 2010 AND ENDING ON MARCH 31, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$78,000.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 050102 (IT ADMINISTRATION) 5212001 (CONSULTING/ PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) desires to engage a qualified firm to assist the CIO in making technology decisions that minimize risks and maximize the return on the City’s IT investments; and

WHEREAS, Gartner’s research and consultant services enable the CIO to make decisions based on the best possible information and planning assumptions, develop negotiation strategies based on proven successful negotiating techniques, obtain assistance in preparing specifications for RFP solicitations, in addition to other services designed to assist in the long-term assessment, planning, and implementation of organizational technology goals and objectives; and

WHEREAS, the Georgia Technology Authority (“GTA”) entered into an agreement with Gartner, Inc. as a sole source for technology research and advisory services, however, GTA’s sole source designation may not substantially meet the sole source requirements in Atlanta City Code, Article X; and

WHEREAS, the Chief Information Officer has identified GTA Contract Number 980-28014 with Gartner Inc. as a source for a cooperative purchase of Research and Advisory services with attractive pricing; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend utilizing GTA Contract Number 980-28014 with Gartner Inc. to cooperatively purchase Research and Advisory services for one (1) year beginning April 1, 2010 and ending March 31, 2011.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: That the Mayor or his designee is authorized to enter into a cooperative purchasing agreement utilizing GTA Contract # 980-28014 with Gartner Inc., for Research and Advisory services for one (1) year beginning April 1, 2010 and ending March 31, 2011, in an amount not to exceed Seventy-Eight Thousand Dollars and No Cents (\$78,000.00).

SECTION 2: That all contracted work will be charged to and paid from Fund, Department Organization and Account number 1001 (General Fund) 050102 (IT Administration) 5212001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

SECTION 3: That the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor or his designee.

SECTION 4: That the Agreement will not become binding upon the City and the City will incur no liability under it until it has been executed by the Mayor or his designee, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to the contracted parties.

SECTION 5: That all ordinances or parts of ordinances in conflict with this Ordinance, including but not limited to the requirement in Section 2-1606 that contracts from which the City cooperatively purchases goods or services substantially meet the requirements of Article X of the Atlanta City Code, are waived for this instance only.

**AMENDMENT No. 4 TO
AGREEMENT FOR RESEARCH AND ADVISORY SERVICES
CONTRACT NUMBER 980-280014**

This Amendment No. 4 is made this 26th day of October, 2009, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **GARTNER, INC. ("Contractor")**.

WHEREAS, heretofore GTA entered into that certain **Agreement for Research and Advisory Services** on April 25, 2007, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein as amended by the following amendments (collectively, the **Agreement for Research and Advisory Services** and all the Amendments hereinafter referred to as the "**Agreement**");

Amendment No. 3, entered into on August 10, 2009; and
Amendment No. 2, entered into on July 30, 2007.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Add Exhibit A. Add User Receiving Advisory Services with direct billing.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No 4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 4, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 4 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No.4 to be duly executed by their authorized representatives as of the date set forth above.

GARTNER, INC.

By: Robert Steagall
Name: Senior Contract Specialist
Title: Gartner
Date: _____

GEORGIA TECHNOLOGY AUTHORITY

By: Steven M. Nichols
Name: STEVEN M NICHOLS
Title: CTO
Date: 11/2/2009



Georgia Technology Authority
Internal Support Services Approved

10-30-09

SPS

Exhibit A
Amendment to FY 10 Renewal

Add: City of Atlanta to the list of users receiving Advisory Service. City of Atlanta will receive direct invoicing from Gartner, Inc. and be responsible for direct payment to Gartner, Inc.

**GEORGIA TECHNOLOGY AUTHORITY
AGREEMENT FOR RESEARCH AND ADVISORY SERVICES**

This Agreement is made by and between the Georgia Technology Authority ("GTA") and Gartner, Inc. (hereinafter referred to as "Contractor"), whose principal place of business is located at 56 Top Gallant Road, Stamford, CT 06904 and hereby voids and replaces the existing Master Service Agreement for Research and Advisory Services ("RAS or "Services") dated August 23, 2001 between the parties.

1. Definitions.

- 1.1. "Copyrighted Material" shall mean Contractor's Research and Advisory Services, which are owned by Contractor and/or its affiliates. Contractor reserves all rights to the Services not expressly granted to Users of the Services hereunder.
 - 1.2. "Deliverables" shall mean any published Research or Advisory Services Notes provided by Contractor under the RAS Services provided hereunder.
 - 1.3. "Effective Date" shall mean the date this Agreement is signed by both parties.
 - 1.4. "Services" shall mean the Research and Advisory Services ordered by GTA from Contractor as further described in Exhibit A.
 - 1.5. "Statement of Need" ("SON") shall mean any RAS proposal submitted to GTA by Contractor which includes Services description and Subscription rates
2. Scope. Contractor agrees to provide to GTA the Services and as described in Exhibit A, which is attached hereto and incorporated herein by reference. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. From time to time GTA will issue a Purchase Order for RAS, as described in Exhibit A. The Services and deliverables will be provided at the rates and charges in effect at the time of order or renewal of Services as agreed to by the parties in accordance with the terms and conditions described in this Agreement. Each Purchase Order shall be deemed to incorporate by reference the terms and conditions of this Agreement.
3. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end twelve (12) months thereafter, or upon the completion of the Services, whichever occurs first. Thereafter, the Agreement may be renewed at the sole discretion of GTA for additional fiscal year periods until terminated by either party upon thirty (30) days prior written notice. GTA may, at its sole option, renew this Agreement in whole or in part. The terms and conditions of this Agreement shall apply during any renewals of the Term unless modified by the parties.

4. Pricing and Payment.

4.1. Pricing and Billing. Prices, fees, charges or rates shall be as specified in Exhibit A. Contractor shall submit timely and accurate annual invoices to GTA immediately upon commencement of the Services at the billing address specified by GTA.

4.2. Payment. GTA agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of a correct invoice. No late payment or interest shall accrue on past-due amounts.

5. Warranty. All representations, promises and warranties made by Contractor in this Agreement, whether or not specifically denominated as a "warranty" or created by affirmation, promise or description, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, warranty of merchantability or warranty of fitness for a particular purpose. The warranties set forth below are intended to modify the warranties implied by law only to the extent that they expand the warranties provided by Contractor. Contractor warrants that in providing the Services during the Term and any extensions or renewals thereof:

5.1. Contractor will strictly comply with Contractor's descriptions and representations as to the Services, (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor will perform the Services on time; and

5.2. Services will not be in violation of any applicable law, rule or regulation, and Contractor will obtain and maintain throughout the Term all permits and licenses required to comply with such laws and regulations; and

5.3. Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights; and

5.4. Contractor is the lawful owner of, or otherwise has the required licenses, permits or other rights, to use and distribute all Service methods, methodologies and any pre-existing Intellectual Property and Contractor has the right to permit GTA access to or use of such Services methods, methodologies and Intellectual Property; and

5.5. CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. GTA RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. CONTRACTOR SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT GTA MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. GTA UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

6. Ownership of Contractor's Research and Advisory Services. As defined herein, The Services are owned and copyrighted by Contractor and/or its affiliates. Contractor reserves all rights to the Services not expressly granted to GTA hereunder. GTA shall not permit GTA Users or State Users to violate Contractor's authorized usage rights to the Services or the infringement of Contractor's intellectual property rights.

6.1. Modifications. Contractor may make minor modifications from time to time in the content of any Service. If Contractor discontinues any Service in its entirety, GTA may, at its option, receive a substitute Service, or obtain a pro rata refund of the fees paid for the discontinued Service.

6.2. Use of the Services.

- (a) Internal Use. Users may (i) print one copy of individual research documents for their business personal use, for the benefit of GTA Users or for other RAS Users under this Agreement for benefit of meeting applicable state government goal achievements ; (ii) excerpt from individual research documents, on a non-routine basis, for internal presentations or reports to be shared with other GTA or state government personnel for the benefit of meeting applicable state government goal achievements, provided the excerpt is within the limits of "fair use" under applicable copyright law. GTA may not redistribute copies of individual research documents, by electronic means or otherwise, to non-Users unless specifically authorized in a Service Description.
- (b) External Use. Subject to the State of Georgia Public Records Act, GTA Users may not reproduce or distribute the Services externally without Contractor's prior written permission, except for external distribution, in their entirety only, of reprints of individual documents purchased by GTA from Contractor. GTA may excerpt from the Services for external use only if GTA obtains the prior written approval of Contractor Vendor Relations, at vendor.relations@Gartner.com. Any approved external use of the Services must comply with Contractor's Copyright and Quote Policy which is attached hereto as Exhibit B and incorporated herein by reference. Services may not be stored by GTA on any information storage and retrieval system.

7. Confidential Information.

- 7.1. The parties acknowledge that in order to perform the obligations of this Agreement, it may be necessary to disclose to each other certain confidential information relating to such party or its business, whether provided in writing or otherwise, and which may include, without limitation, all notes, analyses, compilations, studies and other materials ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Contractor to perform its obligations under this Agreement, and who have executed a nondisclosure agreement consistent with the provisions hereof.
- 7.2. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.
- 7.3. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 et seq.), as it may be amended from time to time.
- 7.4. Promptly upon written request of the disclosing party, the receiving party shall return to the other or destroy all of the disclosing party's Confidential Information and certify that it has done so.

8. Security and Conduct.

- 8.1. At all times during the Term, Contractor shall provide the Services and use all resources related thereto, in a secure manner and in accordance with the security requirements set forth herein or otherwise mandated by law or GTA policies, including the prevention and detection of fraud, abuse, or other inappropriate use or access of systems and networks by all appropriate means, including network management and maintenance applications and tools, and the use of appropriate encryption technologies. GTA shall be advised immediately in the event that any security breach or any fraud, abuse, or other inappropriate use or access of systems and networks by inappropriate means occurs.
- 8.2. Contractor shall comply, and shall require its personnel and subcontractors' personnel to comply, with all applicable laws, rules and regulations, as well as State and GTA policies and standards in effect during the performance of this Agreement, including (without limitation) GTA's reasonable confidentiality requirements, GTA's policies, standards and procedures regarding data access, security, personnel conduct, safety and ethics, including spoken directives of GTA facility staff. In the event that any of Contractor's or a subcontractor's personnel do not comply with such requirements, GTA, in its sole reasonable discretion, may have the personnel's access revoked and/or have such personnel removed from the premises.
- 8.3. If GTA believes that the performance or conduct of any person employed or retained by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provisions of this Agreement, GTA shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, or, at GTA's request, immediately replace such person with another person acceptable to GTA and with sufficient knowledge, skill, training and expertise to perform the Services in accordance with this Agreement.
9. Indemnification.

- 9.1. Contractor hereby waives, releases, discharges and agrees to indemnify, protect and save harmless the State of Georgia, its agencies, departments, authorities (including GTA) and instrumentalities (including the State Tort Claims Trust Fund), and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office) caused by, growing out of, or otherwise happening in connection with: (a) any breach of this Agreement or any of the terms and conditions hereof; (b) the violation of any applicable law, rule or regulation; or (c) damage to or destruction of tangible or intangible property (including data and software); (d) injury to persons (including death); or (e) failure to comply with the security obligations set forth in this Agreement; in whole or in part caused by or resulting from any act or omission of the Contractor, its employees, subcontractors or other representatives acting on Contractor's behalf. This indemnification applies notwithstanding the fact that third parties or any of the Indemnitees may be partially responsible for the events giving rise to the claim; or the claim results in a monetary obligation that exceeds any contractual commitment. However, if any of the Indemnitees or third parties are partially responsible for the events giving rise to the claim, Contractor's indemnification hereunder shall apply only to the extent that Contractor contributed to the events.
- 9.2. Contractor hereby waives, releases, discharges and agrees to indemnify, protect and save harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office), made by any third party alleging that any work product, deliverable, Service as provided by Contractor, infringes a third party's Intellectual Property rights or misappropriates or causes unauthorized use of any trade secret belonging to a third party. Contractor shall be under no obligation to defend or indemnify the

Indemnites as set forth in this Section if such third party claim, suit, or other demand is caused solely by: (i) GTA's modifications; or (ii) a combination of the Services with products or services not provided by Contractor or other than in accordance with applicable manufacturer's specifications unless otherwise approved by Contractor or consistent with the terms of this Agreement. With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for GTA, at Contractor's option and expense, the right to continue using the work product, deliverable, Service or alternatively replace or modify the work product, deliverable, Service so that they are functionally equivalent but non-infringing, provided their performance is not adversely and materially affected.

9.3. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Trust Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnites and the Fund and insurers participating hereunder, to the full extent of this indemnification.

9.4. In connection with the foregoing indemnity obligations, Contractor shall, at its sole expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnites. No settlement or compromise of any claim, loss or damage entered into by Indemnites shall be binding upon Contractor unless approved in writing by Contractor. Upon Contractor's request and subject to approval of the Attorney General of the State of Georgia, GTA will tender defense and control of any such action to Contractor, provided that no settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the State of Georgia unless approved in writing by the State of Georgia.

9.5. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.

10. Termination.

10.1. Termination for Default. Each party has the right to terminate this Agreement in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize). Without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:

- 10.1.1. Contractor fails to deliver or has delivered nonconforming Services or fails to perform any material requirement of this Agreement; or
- 10.1.2. Contractor fails to make substantial and timely progress toward performance of this Agreement; or
- 10.1.3. Contractor suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law or GTA reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue.

10.2. Notice of Default. If there is an event of default by Contractor, GTA shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, GTA may:

- 10.2.1. Immediately terminate this Agreement, in whole or in part, without additional written

notice;

- 10.2.2. Procure substitute Services from another source and charge to the Contractor the difference between the pricing set forth in this Agreement and the substitute contract; and/or
- 10.2.3. Enforce the terms and conditions of this Agreement and seek any contractual, legal or equitable remedies.

- 10.3. Immediate Termination. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts, or (iii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason, or (iv) Contractor fails to comply with confidentiality laws or provisions, or (v) Contractor furnished any statement, representation or certification in connection with this Agreement or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.
- 10.4. Termination for Convenience. GTA may terminate this Agreement, in whole or in part, and without any penalty, for convenience or without cause upon thirty (30) days prior written notice to Contractor. GTA may terminate any Statement of Work, or any professional or consulting Service provided hereunder, for convenience or without cause immediately upon written notice to Contractor.
- 10.5. Termination for Lack of Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.
- 10.6. Effect of Termination. In the event of termination of this Agreement for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. Upon the termination or expiration of this Agreement:
 - 10.6.1. Contractor shall cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs;
 - 10.6.2. Contractor shall comply with GTA's instructions for the timely transfer of any active files and work product produced by Contractor under this Agreement and shall cooperate with GTA or its designee in any transition efforts; and
 - 10.6.3. The parties immediately shall cease using and promptly shall return to each other all papers, materials and other property of the other then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation).

11. Taxes.

- 11.1. All fees payable to Contractor hereunder shall be free of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services. GTA is exempt from federal excise taxes, state and local sales and use taxes. Upon request, GTA will provide a certificate of tax exemptions which apply to this Agreement.

- 11.2. Contractor shall be solely responsible for the payment, in a timely manner, of any and all taxes lawfully imposed upon it. Contractor further agrees to indemnify GTA from any loss, cost, claim, damage or expense arising therefrom. By executing this Agreement, Contractor certifies that it either: (i) is registered with the Georgia Department of Revenue, collects and remits State of Georgia sales and use taxes as required by Georgia law; or (ii) is not a "retailer" as defined in O.C.G.A. § 48-8-2. Contractor also acknowledges that GTA may declare this Agreement void or may terminate this Agreement for default if the above certification is false.

12. Limitation of Liability. EACH PARTY'S LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF LIABILITY SHALL BE LIMITED TO THE FEES PAID BY GTA UNDER THE SERVICES AGREEMENT UNDER WHICH SUCH LIABILITY AROSE AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO: (A) LOSSES OR DAMAGES IN TORT; (B) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH WARRANTY OBLIGATIONS; (C) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH CONFIDENTIALITY OBLIGATIONS; (D) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (E) LOSSES ARISING OUT OF CONTRACTOR'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE; OR (F) LOSSES COVERED BY INSURANCE.

13. Insurance.

- a. Contractor shall procure from carriers licensed to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an insurance certificate listing the State of Georgia as certificate holder. The insurance certificate must document that the liability insurance coverage purchased by the Contractor includes contractual liability coverage to protect the State. In addition, the insurance certificate must provide the following information:
- (1) Name and address of authorized agent;
 - (2) Name and address of insured;
 - (3) Name of insurance company (licensed to operate in Georgia);
 - (4) Description of coverage in standard terminology;
 - (5) Policy period;
 - (6) Policy Number;
 - (7) Limits of liability;
 - (8) Name and address of certificate holder;
 - (9) Acknowledgment of notice of cancellation to the State;
 - (10) Signature of authorized agent;
 - (11) Telephone number of authorized agent; and
 - (12) Details of policy exclusions in comments section of Insurance Certificate.
- b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
- (1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) In addition, Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
 - (2) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage

between this policy and the Commercial Umbrella Policy described below.

- (3) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy required under this Agreement.
- (4) Commercial Umbrella Policy (Occurrence), which must provide the same or broader coverages than those provided for in the above Commercial General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella Policy shall have an annual aggregate limit of \$3,000,000.
- (5) If Contractor is a professional service provider such as (but not limited to) engineers, architects, lawyers or accountants, then Contractor also shall maintain Professional Liability/Errors & Omissions Policy (Occurrence) with an annual aggregate limit of at least \$3,000,000.

c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

14. Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, billing and service records regarding the provision of Services under this Agreement (collectively, "Records") for at least five (5) years after the final payment under this Agreement. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles ("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia. If an audit discloses incorrect billings or other improprieties, GTA shall have the right to receive reimbursement and to charge Contractor for the cost of the audit.

- 14.1. Monitoring of Usage. GTA understands that Contractor may monitor activity on its web site, including use of the Services by individuals. Upon request, GTA agrees to provide Contractor with available records or other relevant evidence of compliance with this Agreement. Contractor or its designated independent representative may conduct on-site audits of GTA's systems and/or records to verify compliance with this Agreement, but any such audit shall be limited to an examination of those records and/or portions of GTA's system that are relevant to determining use of Contractor's Services. Any audits shall be conducted during GTA's regular business hours, upon reasonable notice, at Contractor's sole cost and expense, and subject to GTA's security and confidentiality requirements. GTA agrees to cooperate with such audits.

15. Independent Contractor. In its relationship with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Contractor agrees that it is an independent contractor. Contractor shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Contractor shall be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of its agents, servants, employees, subcontractor or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a

partnership or joint venture between Contractor and the State of Georgia. Contractor shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

16. Subcontractors. Except as otherwise agreed to in writing by GTA, Contractor shall not subcontract or otherwise permit any third party, other than Contractor or its personnel, to perform Contractor's duties under this Agreement. Notwithstanding the foregoing, Contractor at all times shall remain responsible for the performance, acts or omissions of all of its employees, agents or any permitted subcontractors. GTA shall have the right to request the removal of a subcontractor from this Agreement for good cause.
17. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20, et seq., in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.
18. Drug Free Work Place. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that:
(a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement; and
(b) it will secure from any subcontractor hired to work in a drug free work place the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to Contractor that a drug free work place will be provided for subcontractor's employees during the performance of this Agreement pursuant to O.C.G.A. § 50-24-3." Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.
19. Compliance with Laws and this Agreement.
 - 19.1. Each party shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with the requirements set forth in this Agreement and all applicable laws, rules or regulations.
 - 19.2. Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Contractor shall be responsible for complying with all export and re-export laws and regulations including without limitation: (i) local license or permit requirements, (ii) export, import and customs laws and regulations (such as the export and re-export controls under US Export Administration Regulations and/or similar regulations of the US or any other country) which may apply to certain equipment, software and technical data provided hereunder, and (iii) all applicable foreign corrupt practices acts.
 - 19.3. Contractor certifies that neither Contractor nor any of its subcontractors have been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Contractor immediately shall notify GTA if Contractor or any of its subcontractors become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.
20. Non-exclusivity. This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agency from obtaining like goods from other suppliers. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.
21. Vendor Lobbyist Certification. Contractor hereby certifies that, as of the Effective Date of this Agreement, any

lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

22. Assignment and Delegation. Contractor shall not assign any of its rights or delegate the performance of any of its duties under this Agreement without GTA's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Contractor's merger or change in control of more than fifty percent (50%) of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment.

23. Miscellaneous.

- 23.1. Amendments. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.
- 23.2. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
- 23.3. Waiver. The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party.
- 23.4. Severability. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties.
- 23.5. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
- 23.6. Force Majeure. Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, acts of God, governmental acts or restrictions, acts of war or terrorism, or any other reason where failure to perform is beyond the reasonable control of the nonperforming party. Market conditions and/or fluctuations shall not be deemed force majeure events. The party whose performance is affected by such events shall promptly notify the other party, giving details of the force majeure circumstances, and the obligations of the party giving such notice shall be suspended to the extent caused by the force majeure and so long as the force majeure continues, and the time for performance of the affected obligation hereunder shall be extended by the length of the delay caused by the force majeure event.

- 23.7. Publicity. Contractor shall not release without GTA's prior written approval any publicity regarding this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any state agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.
- 23.8. Use of Name, Trademark, and Logo. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
- 23.9. No Third Party Beneficiaries. This Agreement is for the benefit of the parties only. No third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services.
- 23.10. Notices. Each party giving or making any and all notices, requests, demands or other communications (excluding invoices) hereunder shall give the notice in writing and use one of the following methods of delivery: nationally recognized overnight courier, personal delivery or certified or registered mail (in each case, postage prepaid and return receipt requested) to the parties at the following addresses, or such other address as the parties may designate by notice from time to time in accordance with this Agreement. Notices will be deemed duly given when received.


To GTA	To Contractor
Georgia Technology Authority	Gartner, Inc.
100 Peachtree Street, Suite 2300	4501 N. Fairfax Drive - 8 th Floor
Atlanta, GA 30303	Arlington, VA 22203
Attn: Office of General Counsel	Attn: Bill Mohan

- 23.11. Applicable Law and Venue. The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
- 23.12. Counterparts. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. No party shall be bound by this Agreement until all parties have executed it.
- 23.13. Entire Agreement. This Agreement, including all exhibits and documents incorporated hereunder, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement and the documents incorporated herein. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

IN WITNESS WHEREOF the parties have caused the authorized representatives of each to execute this Agreement

as of the Effective Date specified above.

GEORGIA TECHNOLOGY AUTHORITY

By: 
Name: STEVEN M. NICHOLS
Title: CTO
Date: 4.25.2007

CONTRACTOR

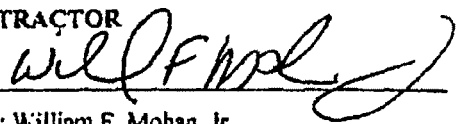
By: 
Name: William F. Mohan, Jr.
Title: Sr. Director, Govt. & Higher Education Contracts
Date: 1-5-07

EXHIBIT A
[SOW TO BE INSERTED BY GARTNER]

EXHIBIT B

Gartner, Inc.'s name and published materials are subject to trademark and copyright protection, regardless of source. To use the "Gartner" name, take excerpts of Gartner research or quote Gartner analysts, a usage request must be submitted in writing to Gartner Vendor Relations for approval. Such approval is at the discretion of Gartner Vendor Relations. Gartner reserves the right of refusal.

Gartner, Inc. is the definitive source of objective technology thought leadership. To protect our reputation for objectivity, we require the appropriate use of our company name and research. The Gartner, Inc. name, intellectual property, trademarks, or logo may only be used commercially in connection with advertising, sales materials or other commercial efforts with Gartner's explicit approval for each instance of use. This policy defines the criteria that will be used to issue that approval.

Violations:

Should a requestor fail to comply with this policy, Gartner reserves the right to impose quote bans of varying durations, including a ban on all use of the Gartner name. For repeat or persistent violators, such ban will be for a minimum period of (3) months. In addition, Gartner may seek additional remedies available under contract, copyright and other applicable law.

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1. Quotation and Usage Policy Principles

- All Gartner intellectual property is subject to this Quotation and Usage Policy. Vendor Relations must approve any external use in writing.
- This policy applies to all contexts in which the Gartner name or research may appear externally. It includes, but is not limited to advertising, annual reports, blogs, books, brochures, marketing materials, media alerts, newsletters, press releases, presentations, signage and speeches.
- Limited use of excerpts internally within client organizations is allowed and does not require pre-approval. All copyrighted material should be marked "For internal use only". For guidelines on distribution of research pieces in their entirety refer to section 4.
- Gartner research may not be used to endorse a vendor, product, service, or to criticize a vendor's competitor. No company-specific excerpts are permitted as they may imply endorsement within the context of vendor materials.
- Custom quotes are quotes developed for a specific purpose by an analyst. Custom quotes must be approved by the appropriate research analyst, consultant, measurement analyst AND Vendor Relations in the context of the materials in which the quote will appear. Custom quotes are not permitted in releases announcing merger and acquisition, funding, earnings, new executive hire, or survey results.
- Quotes and excerpts must be from published research that is less than 12 months old.
- Quotes from published research must be properly attributed to the original research source. Please refer to section 7.1 for attribution format.
- The Gartner name may not appear in the subject line of an email or the title/sub-title of a press release, newsletter or email distribution.

2. Guidelines for Usage and Quotes Based on Context

2.1 Advertising

In addition to section 1:

- Gartner reserves the right to approve the appropriateness of the creative copy of the overall ad in which the Gartner name and research will appear.

2.2 Legal or Financial Documents

Clients may use excerpts from our published research in Securities and Exchange Commission (SEC) filing documents and financial statements.

- Requested quotes or excerpts must be included in "Exhibit A" with full attribution to the research note, including title, author and date.

2.3 Materials Promoting Events Featuring a Gartner Analyst

In addition to section 1:

- It must be clear that Gartner is being featured and not co-hosting or sponsoring the event.
- The Gartner logo may only appear next to the analyst name, session information or analyst biography within promotional material. The Gartner logo may not appear next to a vendor or other third-party logo, including that of the event sponsor. The Gartner logo may not exceed the size of the vendor logo.
- The Gartner name may not appear in the subject line of an email invitation.
- Hosting by third-party companies classified as Gartner competitors is not permitted.

2.4 Press Releases

In addition to section 1:

- The "About Gartner" boilerplate may appear only in Gartner corporate press releases.
- The use of the Gartner name or research in corporate boilerplates is not permitted.
- For specific information for press releases based on Magic Quadrant, MarketScope, Vendor Ratings, please refer to section 3.
- If there are any changes to the release after receipt of approval from Gartner Vendor Relations, the revised press release must be re-submitted in its entirety for final approval.
- Quotes must appear no earlier than the third paragraph of the release.

3. Guidelines for Usage and Quotes Based on Research Source

3.1 Gartner Magic Quadrant Research

In addition to section 1:

Use this [Magic Quadrant template](#) to create your press release.

- Magic Quadrant Research is a qualitative evaluation of a set of vendors in a specific market; it is NOT a stack ranking. Gartner will decline the use of any Magic Quadrant research to endorse the position of one vendor over another or to negatively endorse competitors' positions.
- No retrospective wording permitted, for example, "fifth consecutive year" or "again".
- No comparative wording permitted, for example, "only", "highest" or "sole".
- Custom quotes from analysts may not appear in press releases based solely on Magic Quadrant research.
- The Magic Quadrant graphic may not be excerpted and displayed as a stand-alone graphic in advertisements, annual reports, brochures, books, financial documents, press releases or, event signage.

- The Magic Quadrant graphic may be excerpted as a stand-alone graphic for use in specific approved contexts, for example proposals and presentations provided:
 - a) The graphic is displayed exactly as the original with no edits or changes.
 - b) The full research document title, author and date are footnoted.
 - c) The Magic Quadrant disclaimer is prominently displayed on the slide.
 - d) No other content or commentary is permitted.
 - e) Reprints are purchased in order to provide the audience with access to the full research document. Due to the nature of the content, the graphic must be evaluated in the context of the entire research note. This is a stipulation for approval.

Please include the following wording in any materials in which the graphic is excerpted:

"This Magic Quadrant graphic was published by Gartner, Inc. as part of a larger research note and should be evaluated in the context of the entire report. The Gartner report is available upon request from (client name)."

To purchase reprints, please contact reprints@gartner.com.

- Any reuse or reference MUST have the following disclaimer (*) prominently published within the materials.

*** Magic Quadrant Disclaimer**

.....

The Magic Quadrant is copyrighted _____ (fill in date of publication) by Gartner, Inc. and is reused with permission. The Magic Quadrant is a graphical representation of a marketplace at and for a specific time period. It depicts Gartner's analysis of how certain vendors measure against criteria for that marketplace, as defined by Gartner. Gartner does not endorse any vendor, product or service depicted in the Magic Quadrant, and does not advise technology users to select only those vendors placed in the "Leaders" quadrant. The Magic Quadrant is intended solely as a research tool, and is not meant to be a specific guide to action. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

.....

Example of what Gartner will allow:

"XCORP is positioned in the Leaders Quadrant of Gartner, Inc.'s Application Integration Magic Quadrant."

Example of what Gartner will not allow:

"XCORP has jumped into the leadership position in Application Integration according to Gartner, Inc." or "XCORP is the recognized leader in the Application Integration market according to Gartner, Inc."

3.2 Gartner MarketScopes

In addition to section 1:

Use this MarketScope template to create your press release.

- The same principles for Magic Quadrant research apply. Please refer to section 3.1.
- Please include the following wording in any materials in which the graphic is excerpted:

"This MarketScope graphic was published by Gartner, Inc. as part of a larger research note and should be evaluated in the context of the entire report. The Gartner report is available upon request from (client name)."

To purchase reprints, please contact reprints@gartner.com.

- Any reuse or reference MUST have the following disclaimer (*) prominently published within the materials.

*** MarketScope Disclaimer**

.....

The MarketScope is copyrighted _____ (fill in date of publication) by Gartner, Inc. and is reused with permission. The MarketScope is an evaluation of a marketplace at and for a specific time period. It depicts Gartner's analysis of how certain vendors measure against criteria for that marketplace, as defined by Gartner. Gartner does not endorse any vendor, product or service depicted in the MarketScope, and does not advise technology users to select only those vendors with the highest rating. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose

.....

Example of what Gartner will allow:

"XCORP rated "Positive" in Gartner's Partner Relationship Management MarketScope report."

Example of what Gartner will not allow:

"XCORP ranked highest in Gartner's Partner Relationship Management MarketScope report surpassing all competitors."

3.3 Gartner Vendor Ratings

In addition to section 1:

Use this Vendor Rating template to create your press release.

- The same principles for Magic Quadrant research apply. Please refer to section 3.1.
- Please include the following wording in any materials in which the graphic is excerpted:

"This Vendor Rating graphic was published by Gartner, Inc. as part of a larger research note and should be evaluated in the context of the entire report. The Gartner report is available upon request from (client name)."

To purchase reprints, please contact reprints@gartner.com.

- Any reuse or reference MUST have the following disclaimer (*) prominently published within the materials.

*** Vendor Rating Disclaimer**

.....

The Vendor Rating is copyrighted _____ (fill in date of publication) by Gartner, Inc. and is reused with permission. The Vendor Rating is an evaluation of a vendor as a whole, not just on its position within a single market. It is based on Gartner's assessment of the vendor's vision and execution for a product or service, relative to Gartner's analysis of clients' requirements. It is not intended as a comparison relative to competitors in the market. Gartner does not endorse any vendor, product or service depicted in the Vendor Rating, and does not advise technology users to select only those vendors with the highest ratings. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

.....

Example of what Gartner will allow:

"XCORP rated "Positive" in Gartner's Vendor Rating report."

Example of what Gartner will not allow:

"XCORP ranked positively in Gartner's Vendor Rating report exceeding all other competitors."

3.4 Gartner Cool Vendor Research

All press releases based on Gartner's Cool Vendor research must comply with the Cool Vendor Press Release Template.

No other use of the term Cool Vendor is permitted in vendor marketing materials when associated with Gartner, Inc. unless reprints are purchased. To purchase reprints, please contact reprints@gartner.com.

3.5 Gartner Measurement and Gartner Custom Client Engagements

- Gartner Measurement Decision Tool output may not be used for press releases or other marketing purposes. Decision Tool models are developed and sold to provide clients with a methodology and customizable software tool. Decision Tool models are shipped in a default mode and are intended to reflect the experience of previous users of the software, as well as Gartner analyst knowledge. However, the output of this default mode should not be represented as Gartner Research; rather it is a reliable and well-informed starting point for building client-specific scenarios.

- No excerpts from Custom Client and GartnerMeasurement reports are permitted.
- Custom Client and GartnerMeasurement reports in their entirety may not be reused or distributed unless otherwise agreed to in the contract agreement and approved by Gartner Vendor Relations.

4. Policy Regarding Copies of Published Research in its Entirety

Gartner does not permit the following uses of its research without prior written permission:

- Scanning, or otherwise importing publications into an electronic storage/retrieval system
- Broad distribution of publications to other units of the organization through electronic data transmission systems such as e-mail without the purchase of reprints
- Distribution of publications to external organizations via hard copy or electronically such as via e-mail without the purchase of reprints
- Distributing copies of publications to customers or prospective customers by company salespeople without the purchase of reprints
- Posting complete documents on an Internet or Intranet site without the purchase of reprints
- Posting partial sections of documents on an Internet or Intranet site without approval
- Placing Gartner content on a Web site other than one belonging to Gartner. Gartner content must always reside on our Web site, with the exception of PDF reprints

5. How to submit a quote or usage request for approval

Requests to quote, excerpt or reference the Gartner, Inc. name or research in any materials must be submitted to vendor.relations@gartner.com unless another e-mail address is noted herein.

To approve your quote request we require:

1. The quote you wish to use
2. The original research source of the quote, attached
3. The materials in which the quote will appear, attached
4. Indicate the location of the quote in both documents

Estimated turn around time if you have provided all of the required information is 48 hours.

6. Who to contact

> Quote Requests, Approval and Questions

North America and EMEA
Primary Contacts:
Sally Pinkerton, Vice President
Kimberly Wheeler, Manager

e-mail: vendor.relations@gartner.com
phone: 1 203 316 6178

AsiaPac

e-mail: apvendor.relations@gartner.com
phone: 612 9459 4629

Japan

e-mail: jpvendor.relations@gartner.com
phone: 81 3 3481 3611

> Reprint Requests

All Regions

e-mail: reprints@gartner.com
phone: 1 203 316 6460

Gartner, Inc. reserves the right to change its policies or explanations of its policies at any time, without notice. These explanations and policies are for general informational purposes only and do not constitute a waiver with respect to any of Gartner, Inc.'s rights, all of which are specifically reserved. The policy in its most current form will be available on www.gartner.com under the Vendor Relations link.

7. NOTES

7.1 Attribution

In February 2000, Gartner officially dropped the word "Group" from its corporate name, and became Gartner, Inc.

The only proper ways to reference Gartner when providing attribution to us is (a) Gartner, Inc., (b) Gartner Dataquest, (c) Gartner Consulting or (d) GartnerMeasurement. **Gartner Group is no longer our company name.**

When permission is granted, Gartner requires that proper attribution is included and, depending on the circumstances, that the material is reprinted with permission.

- Attribution to a Gartner analyst: According to John Doe, Principal Analyst, Gartner, Inc. or Gartner Dataquest and date if not ascertainable from the context.
- Attribution from published research: Gartner, Inc. or Gartner Dataquest plus the full title, author and date of the research.

7.2 Basics of Copyright Law

Copyrights protect original works of authorship. The types of works covered by copyright vary widely, from literary works such as books, poems, technical manuals, or software code, to audiovisual works, musical works or works of fine art. Only the copyright owner of a work, or someone who has the copyright owner's permission, may (1) make copies of the work; (2) create adaptations ("derivative works") based on the work; (3) distribute copies of the work; (4) perform the work publicly; or (5) display the work publicly. These are referred to as the "exclusive rights" of a copyright owner.

Copyright protection attaches to a newly created work as soon as it is "fixed in a tangible medium of expression". For example, spoken words alone, such as a speech delivered extemporaneously that is not written down, would not be protected by copyright because it is not "fixed in a tangible medium." Works do not have to be registered with the U.S. Copyright Office, and do not have to display a copyright notice, in order to enjoy copyright protection.

The United States and most of the industrialized world are parties to the Berne Copyright Convention, which means that each member country will respect and enforce the copyrights that originate in other member states.

Virtually all of Gartner's published research is protected by copyright, whether in printed or electronic form.

7.3 Re-licensed Content

a) Print or Web Reprints

Gartner sells reprints of most of its published research. Purchased reprints may be provided in their

entirety for your internal associates, clients or potential clients. Use of reprints is subject to Gartner's Return Policy, Gartner must approve the marketing or promotional verbiage that advertises the availability of reprints. To purchase reprints, please contact reprints@gartner.com.

b) Multimedia Products

Multimedia products must clearly indicate that the contents include Gartner research. All promotional materials and packaging must reflect this emphasis. Gartner must approve the marketing or promotional verbiage related to these products. The Gartner logo may not appear next to a vendor logo (preferably the Gartner logo will appear at opposite ends of the CD or PowerPoint slide).

c) Gartner Connects Newsletters

The Gartner-provided newsletter design will also reflect the above principles for Multimedia Products.

MCA

Corp Code: 741160



Corp Name: State of Georgia



Month Order Booked: APRIL 2007



MCA Version: JULY 2006



SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT EXECUTIVES
CIO SIGNATURE

The Gartner for IT Executives CIO Signature membership (the "Service") is for the most senior-level IT executives of complex organizations or enterprises whose business models rely heavily on IT. This Service provides Client with an ongoing advisory relationship with Gartner and assistance in crafting answers to questions where standard industry practices have not yet been defined.

DELIVERABLES

Client may designate two (2) Licensed Users, referred to herein as: (i) the "Member," who has access to all of the Deliverables described below; and (ii) the "Delegate," who has access only to the Content, Assigned Service Delivery team, Advisory Services and Symposium/ITxpo® Deliverables described below.

- **Content**

1. **Executive Programs Research Reports** — Up to 12 (twelve) Reports per year; covering topics selected by Gartner such as IT Governance, Business Value of IT, Architecture, and other areas where business and IT intersect.
2. **Gartner for IT Executives** — Targeted role-specific content, such as activity cycles, podcasts, videocasts, polling, and top research picks accessed via any of the Gartner for IT Executives role Web sites.
3. **Teleconferences** — Up to 12 (twelve) teleconferences per year, hosted by Executive Programs Research Report Authors to discuss the topics of their Research Reports.
4. **Access to Gartner Core Research.**
5. **Access to Gartner for IT Leaders content and role pages.**
6. **Talking Technologies Series** — A monthly audio news program containing interviews with Gartner Analysts and other industry experts on timely IT topics.

Note: Schedules referenced above are approximations and are dependant on the publication schedule of relevant Research.

- **Use of Research**

The Member and the Delegate may each, on an occasional and infrequent basis, forward to specific individuals within the Client organization copies of individual research documents: (i) not to exceed 25 (twenty-five) separate documents per contract year for the Member, and (ii) not to exceed 25 (twenty-five) separate documents per contract year for the Delegate, for the purpose of facilitating executive decision-making. This forwarding of documents may not be done on a routine basis, or by means of posting on Client's corporate intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional User licenses from Gartner.

- **Assigned Service Delivery Team**

A service delivery team ("Delivery Team"), consisting of an Executive Partner and an Executive Client Manager, will be assigned to the Member and their respective Delegate, and will serve as the Member's primary points of contact for all Gartner resources available under this Service. The Delivery Team will work with the Member to develop a plan (the "Member Value Plan"), which will highlight value sought; identify key issues

on which delivery of the Member's Service may focus; and outline how the Service can effectively deliver that value. Progress against the Member Value Plan will be reviewed during the contract year as follows:

1. **Strategy Meetings** — Up to four (4) times per year, the Executive Partner will meet face to face with either the Member, the Member and the Delegate, or the Delegate on the Member's behalf ("Strategy Meeting"). These Strategy Meetings may be used to: (i) review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content; (ii) draw on the Executive Partner's professional experience to advise the Member in the context of the Member's issues; and (iii) develop, discuss the progress of, or evaluate the Member's Member Value Plan.

Optional Substitutions for Strategy Meetings — Each of the following architected sessions are available to the Member for their use during the contract period. The Delivery Team will work with the Member to determine which, if any, of these sessions would be of value for inclusion in the Member Value Plan. Each session used by the Member will count as one (1) of the four (4) Strategy Meetings to which they are entitled annually. Participation in these sessions is limited to the Member and members of the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member must be present and the purpose of the session must be to advance the Member's agenda. Each of the following sessions may be used once per contract year:

- a. **Onsite Analyst Briefing** — Member meets on Client premises with a Gartner Analyst for a half-day for knowledge-based, individual or project advisory assistance, typically involving delivery of Gartner Content.
 - b. **Executive Programs Workshop** — Member meets on Client premises with Gartner Executive Programs Expert for a half-day facilitated workshop focusing on the application of Gartner Executive Programs Research and action planning. Topic for the workshop will be selected by the Member and the Delivery Team from a list of available Executive Programs workshops and participation will be limited to 25 (twenty-five) Members and/or team members.
2. **Contextualized Targeted Gartner Research** — On an as-needed basis, the Delivery Team will e-mail to the Member or Delegate selected Research which has been synthesized and put into the Member's context, based on the Member Value Plan.

- **Advisory Services**

1. **Gartner for IT Executives Analyst Inquiry** — Provides the Member and the Delegate with access to Gartner Analysts who are associated with the Service purchased by Client.
 - a. Participation in Analyst Inquiry is limited to the Gartner Analyst, the Member and/or the Delegate, and members of the Member's team (as reasonably required for the Member's business purposes). In all instances, the Member and/or the Delegate must be present on the Inquiry call and the purpose of the Inquiry call must be to advance the Member's agenda.
 - b. Participation in Analyst Inquiry as part of this Service is subject to the terms set forth in the Usage Guidelines for Gartner Services posted on gartner.com.
2. **Executive Programs CIO Research Inquiries** — Inquiry access to Gartner Executive Programs CIO Researchers through IT Executives Analyst Inquiry; limited to topics covered in Executive Programs Research Reports, as published by Gartner Executive Programs.

- **Events**

1. **Symposium/ITxpo** — Two (2) complimentary invitations for attendance to Gartner Symposium/ITxpo, including all standard Symposium attendee rights plus Executive Programs VIP access. These invitations are non-transferable except between the Member and their named Delegate.
2. **Exclusive Executive Programs Events** — Complimentary nontransferable invitation for attendance, by the Member only, at local content-based Gartner Events in Member's region or country.

- **Networking**

1. **Facilitated Networking** — Member may request meetings or conference calls with peers around a specific topic/issue in order to exchange information about best practices or areas of expertise. Available to the Member only.
2. **Online Networking** — Access to the IT Executives online networking features.

ADDITIONAL TERMS & CONDITIONS

Unless otherwise provided above: (i) you must be a Licensed User to access Gartner Research Services; (ii) passwords, Research documents and Analyst Inquiry may not be shared with Non-Users; and (iii) your use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

Price Quote for Research & Advisory Services
January 28, 2010

City of Atlanta – Dan Smith, CIO

Investment Summary

Gartner Solution	Investment Period	Annual Investment
<ul style="list-style-type: none">Executive Programs / CIO Signature Research and advisory services. Dan Smith, CIO + Delegate	April 1, 2010 – March 31, 2011	\$78,000.00 TOTAL Investment – \$ 78,000.00

- All amounts shown will be invoiced on an annual basis, and are exclusive of applicable sales and/or use tax, where applicable.
- Detailed service description can be found at: http://www.gartner.com/it/sd/sd_ite_cio_sig_20090527.pdf

PAYMENT TERMS

Gartner's standard payment terms are net receipt of invoice.

Client Billing Information:

Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Linda Arnold
Print Name and Title

IF YOUR PURCHASE ORDER CONTAINS THE FOLLOWING INFORMATION YOU DO NOT NEED TO SIGN AND FAX THIS DOCUMENT BACK:

- Contract period
- Reference to the State of Georgia MCA dated July 2006
- Service type and number purchased
- Complete contact information of your billing person

Please Fax your PO to: 866-217-5734

Gartner, Inc. Service Agreement for City of Atlanta ("Client")

This Service Agreement ("SA") is between **Gartner, Inc.** of 56 Top Gallant Road, Stamford, CT 06904 ("**Gartner**") and Client, and includes the agreement for research and advisory services between Gartner and Georgia Technology Authority dated August 23, 2001, as amended, the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client, and shall be effective when signed by both parties. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee \$</u>	<u>Total Fee \$</u>
Executive Programs	<u>CIO Signature</u>	(1)	Dan Smith, CIO Mike Dugan, Deputy	4/1/2010	3/31/2010	\$78,000.00	\$78,000.00
				Total Services:	(Excluding applicable sales tax)		\$78,000.00

2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Executive Programs / CIO Signature	http://www.gartner.com/it/sd/sd_ite_cio_sig_20090527.pdf

3. PAYMENT TERMS

Gartner will invoice Client in advance for all Services. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("**PO**") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Name

Invoice Recipient Email

Invoice Recipient Tel. No.

5. AUTHORIZATION

Client:

Gartner, Inc.

Signature/Date

Signature/Date

Print Name and Title

Print Name and Title

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services.** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Usage Guidelines for Gartner Services* (“**Guidelines**”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, these Guidelines describe how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Arbitration.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4 and 5 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

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3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

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SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT EXECUTIVES
CIO

The Gartner for IT Executives CIO membership (the “Service”) is for the most senior-level IT executives of complex organizations or enterprises whose business models rely heavily on IT. This Service provides the Client with an ongoing advisory relationship with Gartner and assistance in crafting answers to questions where standard industry practices have not yet been defined.

DELIVERABLES

Client may designate one (1) Licensed User, referred to herein as the “Member,” who has access to the Deliverables described below.

- **Content**
 1. **Executive Programs Research Reports** — Up to 12 (twelve) Reports per year; covering topics selected by Gartner such as IT Governance, Business Value of IT, Architecture, and other areas where business and IT intersect.
 2. **Gartner for IT Executives** — Targeted role-specific content, such as activity cycles, podcasts, videocasts, polling, and top research picks accessed via any of the Gartner for IT Executives role Web sites.
 3. **Teleconferences** — Up to 12 (twelve) teleconferences per year, hosted by Executive Programs Research Report Authors to discuss the topics of their Research Reports.
 4. **Access to Gartner Core Research.**
 5. **Access to Gartner for IT Leaders content and role pages.**
 6. **Talking Technologies Series** — A monthly audio news program containing interviews with Gartner analysts and other industry experts on timely IT topics.

Note: Schedules referenced above are approximations and are dependant on the publication schedule of relevant Research.

- **Use of Research**

The Member may, on an occasional and infrequent basis, forward to specific individuals within the Client organization copies of individual research documents, not to exceed 25 (twenty-five) separate documents per contract year, for the purpose of facilitating executive decision making. This forwarding of documents may not be done on a routine basis, or by means of posting on Client’s corporate intranet, or in any other manner that has the intent or effect of avoiding the purchase of additional User licenses from Gartner.
- **Assigned Service Delivery Team**

A service delivery team (“Delivery Team”), consisting of an Executive Partner and an Executive Client Manager, will be assigned to the Member, and will serve as the Member’s primary points of contact for all Gartner resources available under this Service. The Delivery Team will work with the Member to develop a plan (the “Member Value Plan”), which will highlight value sought; identify key issues on which delivery of the Member’s Service may focus; and outline how the Service can effectively deliver that value. Progress against the Member Value Plan will be reviewed during the contract year as follows:

1. **Strategy Meetings** — Up to four (4) times per year, the Executive Partner will meet face to face with the Member (the “Strategy Meeting”). These Strategy Meetings may be used to: (i) review and apply Executive Programs Research, the annual Executive Programs CIO Agenda, or other relevant content; (ii) draw on the Executive Partner’s professional experience to advise the Member in the context of the Member’s issues; and (iii) develop, discuss the progress of, or evaluate the Member’s Member Value Plan.

Optional Substitutions for Strategy Meetings — Each of the following architected services are available to the Member for their use during the contract period. The Delivery Team will work with the Member to determine which, if any, of these services would be of value for inclusion in the Member Value Plan. Each session used by the Member will count as one (1) of the four (4) Strategy meetings to which they are entitled annually. Participation in these sessions is limited to the Member and members of the Member’s team (as reasonably required for the Member’s business purposes). In all instances, the Member must be present and the purpose of the session must be to advance the Member’s agenda. Each of the following options may be used only once per contract year:

- a. **Onsite Analyst Briefing** — Member meets on Client premises with a Gartner Analyst for a half-day for knowledge-based, individual or project advisory assistance, typically involving delivery of Gartner Content.
 - b. **Executive Programs Workshop** — Member meets on Client premises with Gartner Executive Programs Expert for a half-day facilitated workshop focusing on the application of Gartner Executive Programs Research and action planning. Topic for the workshop will be selected by the Member and the Delivery Team from a list of available Executive Programs workshops and participation will be limited to 25 (twenty-five) Members.
2. **Contextualized Targeted Gartner Research** — On an as-needed basis, the Executive Client Manager will e-mail to the Member selected Research which has been synthesized and put into the Member’s context, based on the Member Value Plan.

- **Advisory Services**

1. **Gartner for IT Executives Analyst Inquiry** — Provides the Member with access to Gartner Analysts who are associated with the Service purchased by Client.
 - a. Participation in Analyst Inquiry is limited to the Gartner Analyst, the Member, and members of the Member’s team (as reasonably required for the Member’s business purposes). In all instances, the Member must be present on the Inquiry call and the purpose of the Inquiry call must be to advance the Member’s agenda.
 - b. Participation in Analyst Inquiry as part of this Service is subject to the terms set forth in the Usage Guidelines for Gartner Services posted on gartner.com.
2. **Executive Programs CIO Research Inquiries** — Inquiry access to Gartner Executive Programs CIO Researchers through IT Executives Analyst Inquiry; limited to topics covered in the Executive Programs Research Reports, as published by Gartner Executive Programs.

- **Events**
 1. **Symposium/ITxpo®** — One (1) complimentary invitation for attendance to Gartner Symposium/ITxpo, including all standard Symposium attendee rights plus Executive Programs VIP access. This invitation is non-transferable.
 2. **Exclusive Executive Programs Events** — Complimentary nontransferable invitation for attendance, by the Member only, at local content-based Gartner Events in Member's region or country.
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 1. **Facilitated Networking** — Member may request meetings or conference calls with peers around a specific topic/issue in order to exchange information about best practices or areas of expertise. Available to Member only.
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Unless otherwise provided above: (i) you must be a Licensed User to access Gartner Research Services; (ii) passwords, Research documents and Analyst Inquiry may not be shared with Non-Users; and (iii) your use of this Service is governed by the Usage Guidelines for Gartner Services, which are accessible on the Policies section of gartner.com.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: FINANCE/EXECUTIVE

Caption:

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SUBSTANTIAL SIMILARITY REQUIREMENTS OF ARTICLE X ("THE PROCUREMENT AND REAL ESTATE CODE") OF THE ATLANTA CITY CODE AND AUTHORIZE A COOPERATIVE PURCHASING AGREEMENT UTILIZING GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER 980-280014 WITH GARTNER, INC. FOR RESEARCH AND CONSULTANT SERVICES FOR ONE (1) YEAR BEGINNING APRIL 1, 2010 AND ENDING ON MARCH 31, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$78,000.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 050102 (IT ADMINISTRATION) 5212001 (CONSULTING/ PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Council Meeting Date: March 15, 2010

Requesting Dept.: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like to enter into a cooperative purchasing agreement utilizing GTA Contract # 980-28014 with Gartner Inc., for Research and Advisory services for one (1) year beginning April 1, 2010 and ending March 31, 2011, in an amount not to exceed Seventy-Eight Thousand Dollars and No Cents (\$78,000.00).

2. Please provide background information regarding this legislation.

Georgia Technology Authority ("GTA") entered into an agreement with Gartner, Inc. as a sole source for technology research and advisory services, however, GTA's sole source designation may not substantially meet the sole source requirements in Atlanta City Code, Article X, thus the need to waive the similarity requirements of article x.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
Consulting/Professional services

(b) **Source Selection:** Cooperative Purchase - GTA Contract # 980-28014

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** 1 yr (April 1, 2010 – March 31, 2011)

4. **Fund Account:** 1001 (General Fund) 050102 (IT Administration) 5212001
(Consulting/Professional Services) 1535000 (Data
Processing/Management Information System)

5. **Source of Funds:**

6. **Fiscal Impact:** \$78,000.00

7. **Method of Cost Recovery:**

This Legislative Request Form Was Prepared By: Kathleen Lane, DIT Compliance Analyst

Legislation Summary

Committee of Purview:

Caption

An ordinance authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Gartner, Inc. in an amount not to exceed seventy eight thousand dollars and no cents (\$78,000.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050102 (IT Administration), 5212001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).

Council Meeting Date: March 01, 2010

Legislation Title: Ordinance authorizing the Chief Procurement Officer to utilize in Pursuant to waive Article X ("The Procurement and Real Estate Code") of the Atlanta City Code and Authorize a Cooperative Purchasing Agreement utilizing the Georgia Technology Authority Contract #980-280014 with Gartner, Inc. for Research and Consultant Services for one (1) year beginning April 1, 2010 and ending on March 31, 2011 on behalf of the Department of Information Technology in an amount not to exceed seventy eight thousand dollars and no cents (\$78,000.00). All contract work shall be charged to and paid from fund account and center number: 1001 (General Fund), 050102 (IT Administration), 5212001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).

Requesting Department: Department of Information Technology

Contract Type: N/A

Source Selection: Waive Article X ("The Procurement and Real Estate Code") of the Atlanta City Code & GTA Contract #980-280014

Bids/Proposals Due: N/A

Invitations Issued: N/A

Number of Bids/ Proposals Received:	N/A
Bidders/Proponents:	N/A
Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	1001 (General Fund), 050102 (IT Administration), 5212001 (Consulting/Professional Services), 1535000 (Data Processing/Management Information System).
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval: DOF: DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kathleen Lane

Contact Number: 404-335-1983

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: February 09, 2010

Anticipated Committee Meeting Date(s): February 24 & March 10, 2010

Anticipated Full Council Date: March 15, 2010

Legislative Counsel's Signature: *Pete J. Cook*

Commissioner Signature: *Don*

Chief Procurement Officer Signature: *Ydall*

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO WAIVE THE SUBSTANTIAL SIMILARITY REQUIREMENTS OF ARTICLE X ("THE PROCUREMENT AND REAL ESTATE CODE") OF THE ATLANTA CITY CODE AND AUTHORIZE A COOPERATIVE PURCHASING AGREEMENT UTILIZING GEORGIA TECHNOLOGY AUTHORITY CONTRACT NUMBER 980-280014 WITH GARTNER, INC. FOR RESEARCH AND CONSULTANT SERVICES FOR ONE (1) YEAR BEGINNING APRIL 1, 2010 AND ENDING ON MARCH 31, 2011 ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY IN AN AMOUNT NOT TO EXCEED SEVENTY-EIGHT THOUSAND DOLLARS AND NO CENTS (\$78,000.00) ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND, DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 1001 (GENERAL FUND) 050102 (IT ADMINISTRATION) 5212001 (CONSULTING/ PROFESSIONAL SERVICES) 1535000 (DATA PROCESSING/ MANAGEMENT INFORMATION SYSTEM); AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____

(date)

Received by LC from CPO: _____

(date)

Received by Mayor's Office: *LCNR*

(date)

Reviewed by: *[Signature]*

(date)

3/22/10

Submitted to Council: _____